

NOTICE TO OFFERORS

It is the policy of the Coast Guard to issue solicitations and make contract awards in a fair and timely manner. To further this policy, the Commandant has created the position of Solicitation Ombudsman who is empowered to investigate issues raised by prospective offerors and resolve them, where possible, without expensive and time-consuming litigation.

Potential offerors who believe that a Coast Guard solicitation is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the offeror should then contact the Coast Guard Solicitation Ombudsman at the address below:

Commandant (G-CPM-S/3)
2100 Second Street, SW
Washington, DC 20593-0001
Telephone (202) 267-2285
FAX (202) 267-4011

Potential offerors should provide the following information to the Ombudsman in order to ensure a timely response: solicitation number, contracting office, contracting officer, and solicitation closing date.

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. DTCG23-98-B-AVT021	4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP) 100% Total Small Bus Set-Aside
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5. DATE ISSUED 1/26/98	6. REQUISITION/PURCHASE REQ. NO.
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7. ISSUED BY CODE Commandant (G-ACS-4/DM) U. S. Coast Guard Headquarters 2100 Second Street, S.W. Washington, DC 20593-0001	8. ADDRESS OFFER TO(If other than Item 7)
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NOTE: In sealed bid solicitations, "offer" & "offeror" mean "bid" & "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 5208, until 2:00 pm local time on 2/26/98.
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: DAN MCCUSKER
B. TELEPHONE NO.: (202) 267-2483 (No Collect Calls)

11. TABLE OF CONTENTS

PART/SECTION	DESCRIPTION
PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM
B	SUPPLIES OR SERVICES AND PRICES/COSTS
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D	PACKAGING AND MARKING
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J LIST OF ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS

L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

M EVALUATION FACTORS FOR AWARD

EXCEPTION TO STANDARD FORM 33

STANDARD FORM 33(REV-4-85)

Any resultant contract from this solicitation will be a Public Document and FULLY
releasable on request

SOLICITATION, OFFER AND AWARD
OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
10 Calendar days 20 Calendar days 30 Calendar days ___ Calendar days
 ___% ___% ___% ___%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
--------------	------	--------------	------

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON
Code: Facility:	AUTHORIZED TO SIGN
OFFER	

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--
ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:	18. OFFER DATE:
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AWARD (To be completed by Government)		
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING
APPROPRIATION		AND

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c)(1) ☐ 41 U.S.C. 253(c)(1)

23. SUBMIT INVOICES TO ADDRESS IN SECT. G:(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE
(If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE

|
| SEE SECTION G
|

26. NAME OF CONTRACTING OFFICER 27. UNITED STATES OF AMERICA
28. AWARD DATE

(Type or Print)

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT LINE ITEMS****GENERAL**

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract for the lease of a maximum of 52 Automatic Identification System (AIS) Transponders. The CLIN 0001 units shall undergo First Article Testing in accordance with the Specification, Section 3.7, Attachment 0001 and with Draft Revision of Recommendation ITU-R M.825-1. If the CLIN 0001 units successfully complete the testing then the Coast Guard shall order at least the minimum quantity listed for each of the CLINS below. **However, if the CLIN 0001 units fail the testing then the Coast Guard is under no obligation to order any of the minimum or maximum quantities listed below for any of the CLINS.**

The minimum number of AIS units the Coast Guard will order throughout the duration of the contract shall be 14 and the maximum number shall be 52 (for all types). The Coast Guard shall not order more than 30 AIS Transponders in any 30 day period.

BASE PERIOD: DATE OF AWARD THROUGH 31 MARCH 2000

CLIN	DESCRIPTION	QTY MIN/MAX		UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
0001	First Article Test AIS Transponders, Type 1 in accordance with Section 1.2.1 and 3.7 of Section J, Attachment 0001, Specifications	2	2	Each	\$_____	\$_____
0001A	AIS Transponders, Type 1 in accordance with Section 1.2.1 of Section J, Attachment 0001, Specifications	5	30	Each	\$_____	\$_____

B.1 CONTRACT LINE ITEMS - Contd.**BASE PERIOD: DATE OF AWARD THROUGH 31 MARCH 2000 - Contd.**

CLIN	DESCRIPTION	QTY MIN/MAX	UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
0002	AIS Transponders, Type 2 in accordance with Section 1.2.2 of Section J, Attachment 0001, Specifications	5 10	Each	\$_____	\$_____
0003	AIS Transponders, Type 3 in accordance with Section 1.2.3 of Section J, Attachment 0001, Specifications	2 10	Each	\$_____	\$_____
0004	Charts in accordance with Section 3.2 of Section J, Attachment 0001, Specifications and CDRL A001	2 40	Each	\$_____	\$_____
0005	Training in accordance with Section 3.6.2 of Section J, Attachment 0001, Specifications	1 3	Lot	\$_____	\$_____
0006	Training Plan in accordance with CDRL A004	1 1	Each	\$_____	\$_____
0007	Training Materials and Operating Instructions in accordance with CDRL A005	1 3	Lot	\$_____	\$_____

B.1 CONTRACT LINE ITEMS - Contd.**BASE PERIOD: DATE OF AWARD THROUGH 31 MARCH 2000 - Contd.**

CLIN	DESCRIPTION	QTY MIN/MAX		UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
0008	Reliability Maintain- ability and Availability Predictions in accordance with CDRL A002	1	1	Each	\$_____	\$_____
0009	Technical Manuals, and Installation Sheets in accordance with CDRL A003	14	52	Lot	\$_____	\$_____

TOTAL FIRM-FIXED PRICE FOR BASE PERIOD: \$_____

(pricing shall be based on the maximum number of units)

OPTION PERIOD ONE: 1 APRIL 2000 THROUGH 31 MARCH 2001

Pursuant to the clause entitled "Option to Extend the Term of the Contract", the Coast Guard may extend the term of the lease at the prices specified below. The Coast Guard shall not lease any additional AIS units beyond what was leased during the Base Period. For evaluation purposes contractors shall base their option year pricing on the maximum number of units specified for each CLIN contained in the Base Period. The exercise of this option is to extend the term of the lease of the CLINs leased in the Base Period only.

CLIN	DESCRIPTION	QTY MIN/MAX		UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
1010	AIS Transponders, Type 1 in accordance with Section 1.2.1 of Section J, Attachment 0001, Specifications	See	Section B	Each	\$_____	\$_____

B.1 CONTRACT LINE ITEMS - Contd.**OPTION PERIOD ONE: 1 APRIL 2000 THROUGH 31 MARCH 2001-Contd.**

CLIN	DESCRIPTION	QTY MIN/MAX	UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
1011	AIS Transponders, Type 2 in accordance with Section 1.2.2 of Section J, Attachment 0001, Specifications	See Section B	Each	\$_____	\$_____
1012	AIS Transponders, Type 3 in accordance with Section 1.2.3 of Section J, Attachment 0001, Specifications	See Section B	Each	\$_____	\$_____
1013	Technical Manuals, and Installation Sheets in accordance with CDRL A003	See Section B	Lot	\$ NSP	\$ NSP
1014	Charts in accordance with Section 3.2 of Section J, Attachment 0001, Specifications and CDRL A001	See Section B	Each	\$_____	\$_____

TOTAL FIRM-FIXED PRICE FOR OPTION PERIOD ONE:
\$_____

B.1 CONTRACT LINE ITEMS - Contd.**OPTION PERIOD TWO: 1 APRIL 2001 THROUGH 31 MARCH 2002**

Pursuant to the clause entitled "Option to Extend the Term of the Contract", the Coast Guard may extend the term of the lease at the prices specified below. The Coast Guard shall not lease any additional AIS units beyond what was leased during the Base Period. For evaluation purposes contractors shall base their option year pricing on the maximum number of units specified for each CLIN contained in the Base Period. The exercise of this option is to extend the term of the lease of the CLINs leased in the Base Period only.

CLIN	DESCRIPTION	QTY MIN/MAX	UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
2015	AIS Transponders, Type 1 in accordance with Section 1.2.1 of Section J, Attachment 0001, Specifications	See Section B	Each	\$_____	\$_____
2016	AIS Transponders, Type 2 in accordance with Section 1.2.2 of Section J, Attachment 0001, Specifications	See Section B	Each	\$_____	\$_____
2017	AIS Transponders, Type 3 in accordance with Section 1.2.3 of Section J, Attachment 0001, Specifications	See Section B	Each	\$_____	\$_____
2018	Technical Manuals, and Installation Sheets in accordance with CDRL A003	See Section B	Lot	\$ NSP	\$ NSP

B.1 CONTRACT LINE ITEMS - Contd.**OPTION PERIOD TWO: 1 APRIL 2001 THROUGH 31 MARCH 2002 - Contd.**

CLIN	DESCRIPTION	QTY MIN/MAX	UNIT	UNIT LEASE PRICE	TOTAL LEASE AMOUNT
2019	Charts in accordance with Section 3.2 of Section J, Attachment 0001, Specifications and CDRL A001	See Section B	Each	\$_____	\$_____

TOTAL FIRM-FIXED PRICE FOR OPTION PERIOD TWO: \$_____

GRAND TOTAL FIRM-FIXED PRICE BASE PERIOD PLUS OPTIONS:

\$_____

B.2 PRICING OF DELIVERY ORDERS

This is a an indefinite quantity/ indefinite delivery type contract. The pricing of individual delivery orders will be governed by those rates in effect on day of issuance of the order and those rates will govern until the end of performance under that order.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Statement of Work/Specification for this requirement is listed as an attachment in Section J.

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED)

The Contractor shall mark all shipments with the contract number. Further, the shipments shall be marked in accordance with the edition of Federal Standard 123, "Marking for Domestic Shipment (Civil Agencies)" dated May 15, 1991.

D.2 PRESERVATION, PACKAGING AND PACKING

The contractor shall preserve, pack, and package in such a way to ensure complete delivery at destination without damage or deterioration of the supplies due to the hazards of shipping, handling or storage. Standard commercial preservation, packaging, and packing practices shall be employed.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 MATERIAL INSPECTION AND RECEIVING REPORT

At the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government a DD Form 250 Material Inspection and Receiving Report (MIRR).

One copy of DD Form 250 (MIRR) shall be sent to the Contracting Officer upon shipment/delivery of any deliverable hereunder, clearly marked "Information Only".

E.3 U.S. COAST GUARD INSPECTION AND/OR ACCEPTANCE (DESTINATION)

U.S. Coast Guard inspection and/or acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Acceptance shall be made in writing by the Contracting Officer or by his/her designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 TIME OF DELIVERY

Delivery shall be made 10 working days (or as specified in the delivery order if later than 10 working days) after receipt of delivery orders for all CLINs with the exception of CLINs 0006, 0007, and 0008.

Delivery for CLINs 0006, 0007 and 0008 shall be made in accordance with CDRL's A004, A005 and A002 respectively.

The Government will evaluate equally, with regards to time of delivery, offers that propose delivery of each quantity within the applicable delivery specified above. Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

F.2 TIME OF DELIVERY - Contd.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

F.3 PERIOD OF PERFORMANCE

The period of performance of the contract shall start from contract award and continue through March 30, 1998. If the contract contains option periods, and if they are exercised in accordance with the terms of the contract, the entire period of performance shall be from the effective date of the contract and continue through 31 March 2002.

F.4 PLACE OF DELIVERY - DESTINATION

CLIN 0001 shall be delivered to the following address:

Commanding Officer
U.S. Coast Guard
Command and Control Engineering Center
4000 Coast Guard Blvd
Portsmouth, VA 23703-2199

CLINs 0001A, 0002, 0003, 0004, 0009 shall be delivered to the following address:

Commandant
U.S. Coast Guard
Electronics Support Unit
4640 Urquhart Street
New Orleans, LA 70117-4698

NOTE: CLINs 1010, 1011, 1012, 1013, 1014, 2015, 2016, 2017, 2018 and 2019 are option CLINs, therefore, they do not have an actual delivery destination.

F.4 PLACE OF DELIVERY - DESTINATION - Contd.

The delivery location for CLINs 0005 and 0007 shall be determined by the Government but will be conducted at a location in New Orleans.

CLINs 0006 and 0008 along with a copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer at the following address:

Commandant (G-ACS-4/DM)
U.S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, D.C. 20593-0001
M/F: Contract No. DTCG23- *

*shall be added at time of award.

F.5 REVIEW AND APPROVAL OF CONTRACT DATA REQUIREMENTS LIST (CDRL)

The Government will review and approve/disapprove all CDRL's submitted within 30 days after receipt. If the document is rejected, the contractor has up to 15 days after receipt of the Government's recommendation to correct the CDRL and resubmit for approval.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 ADDRESS OF CORRESPONDENCE

All correspondence except as otherwise specified shall be directed to the contracting officer at the following address:

Commandant (G-ACS-4/DM)
U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, D.C. 20593-0001
M/F: Contract No. DTCG23- *

* shall be added at time of award.

G.3 PAYMENT ADDRESS

Indicate below the address to which payment should be mailed if address is different from that stated in Block 15 of the Standard Form 33 or Block 7 of the Standard Form 26:

G.4 ADDRESS FOR ORDERS

Offerors are requested to indicate below the address to which orders should be forwarded:

G.5 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS & ORDERS

(a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix)] and those items are accurate. A request for payment may be on a form, such as a DD Form 250, or company letterhead as long as it meets the requirements of this clause.

(1) If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, then the request is not proper and shall be returned with a statement of the reason(s) it is not proper.

(2) If a request for payment includes all the items required by the clause at FAR 52.232-25, Prompt Payment but is inaccurate, then the request is not proper and the contractor shall be notified in writing of the error(s); the Government reserves the right to return an inaccurate request for payment with a statement of the reason(s) it is not proper.

**G.5 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS & ORDERS
(Contd.)**

(b) Each original invoice shall be submitted to the designated billing office at the following address:

INVOICE
Commandant (G-ACS-4/DM)
U. S. Coast Guard Headquarters
2100 Second Street, SW Room 5208
Washington, D.C. 20593-0001

(c) One copy of the original invoice shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the contracting officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the contracting officer for resolution.

**G.6 INVOICING REQUIREMENTS-FIRM-FIXED PRICE CONTRACTS OR
INDEFINITE DELIVERY CONTRACTS WITH FIXED PRICE
ORDERS**

The contractor is required to submit invoices which contain all of the information specified in FAR clause 52.232-25, Prompt Payment. A DD Form 250 may be used as an invoice provided it includes all the information in clause 52.232-25. The original and two copies of the invoice shall be submitted to the following designated billing address:

Commandant (G-ACS-4/DM)
U.S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, D.C. 20593-0001
M/F: Contract No. DTCG23-*

* shall be added at time of award.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ACTIVITIES AUTHORIZED TO PLACE ORDERS

The Contracting Officer (G-ACS-4) at U.S. Coast Guard Headquarters is the only person authorized to place orders under this contract and the contractor agrees to accept all such orders provided that they are issued in accordance with FAR 52.216-19, Delivery-Order Limitation.

H.2 ORDERING PROCEDURES

(a) Only the U.S. Coast Guard Headquarters (G-ACS-4) shall place orders under the resultant contract. The order shall be placed using Optional Form 347 and shall contain the following information:

- (1) Contract Number
- (2) Order Number
- (3) Ordering Activity and Address
- (4) Shipping Address
- (5) Payment Address and Agency Location Code
- (6) Contract Item Number, Description, Quantity and Price.

(b) ORDER NUMBERING

The contractor shall annotate the Contract Number and Delivery Order Number on the following documents:

- (1) U. S. Coast Guard Delivery Orders and Records
- (2) Contractor's Shipping Documents
- (3) Contractor's Invoices
- (4) Correspondence pertaining to the particular Delivery Order.

H.3 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.406-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor) shall be deemed incorporated by reference in the contract.

H.4 LEASE OF TRANSPONDERS

Notwithstanding the inclusion in this solicitation of any provision applicable to an indefinite delivery, indefinite quantity contract, bidders are notified that the intent of this solicitation is to lease from the Contractor the equipment described in the specification. Therefore, the Coast Guard's intention is not to take ownership of the delivered equipment.

Upon the Coast Guard's acceptance of the equipment, the Coast Guard shall loan the equipment to as many as 52 private vessel owners whose vessels operate in the Lower Mississippi waterway in the vicinity of New Orleans for the purpose of testing the operational capabilities of the equipment in a busy port and waterway environment.

Each item of equipment leased shall at all times remain the property of the Contractor, and the Coast Guard shall have no right, title or interest therein or thereto except as expressly stated in this solicitation. The equipment shall be, and at all times shall remain, personal property regardless of the way it may be installed on any vessel. The Contractor, at its option, may display notice of its ownership of the equipment by affixing to each item of equipment an item of equipment an identifying stencil, plate, decal, or any other indicia of ownership.

During the full term of the lease and of any extensions, the Contractor shall maintain the leased equipment in good repair and operating condition in all respects. In the event that the leased equipment shall for any reason become disabled, the Contractor shall cause the item to be repaired or adjusted promptly after receiving the disabled item of equipment accompanied by written notification of the condition. The Coast Guard shall not make any repairs or adjustments nor permit anyone to make any repairs or adjustments to the leased equipment without the prior written approval of the Contractor.

During the full term of the lease and of any extensions, the Coast Guard shall use or cause the leased equipment to be used properly and for the purpose for which it was manufactured; conform to the instructions for use provided upon delivery and from time

to time by the Contractor; refrain from altering or modifying the equipment without the prior written approval of the Contractor.

H.4 LEASE OF TRANSPONDERS - Contd.

Upon the expiration of the full term of the lease or of any extension, the Coast Guard shall delivery the equipment to the Contractor at the Coast Guard's facility in the New Orleans area. The Coast Guard shall return the equipment complete and in good order and condition, reasonable wear and tear excepted. If, upon the expiration of the full term of the lease or of any extensions, the Contractor does not want the equipment returned, and the Coast Guard does not want to take ownership or maintain possession of the equipment, then the Contractor shall in writing abandon the equipment in the possession of the participants in the Coast Guard's test.

H.5 YEAR 2000 COMPLIANCE WARRANTY

The Contractor warrants that each item of hardware, software, and firmware delivered or developed under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all items (e.g., hardware, software, firmware) used in combination with such items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those items identified as a system.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and conditions of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government shall include repair or replacement of any item whose non-compliance is discovered and made known to the Contractor. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	OCT 1997
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)- Contd.

NUMBER	TITLE	DATE
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-10	DUTY-FREE ENTRY	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-21	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM	JAN 1997
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)- Contd.

NUMBER	TITLE	DATE
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)
CLAUSES**

NUMBER	TITLE	DATE
1252.219-70	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	OCT 1994

**I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF
FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or

**I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
Contd.**

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Coast Guard Contracting Officer and shall not be binding until so approved.

**I.4 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING
(SEP 1989)**

(a) The Contractor shall deliver 2 unit(s) of Lot/Item 0001 within 10 calendar days from the date of this contract to the Government at:

Commanding Officer
U.S. Coast Guard
Command and Control Eng. Center
4000 Coast Guard Blvd.
Portsmouth, VA 23703-2199

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 21 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

**I.4 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING
(SEP 1989) - Contd.**

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

I.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Effective date of the contract through March 31, 2002.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than as stated in Section B , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum quantity, as stated in Section B.

(2) Any order for a combination of items in excess of the quantities stated in Section B; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995) - Contd.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2002.

**I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 1989)**

(a) The Government may extend the term of this lease by written notice to the Contractor within 30 calendar days of the expiration of the lease; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the lease expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this lease, including the exercise of any options under this clause, shall not exceed 49 months.

I.9 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

**I.10 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)****(a) Definitions.**

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organizations", as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings", as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
- (ii) Upgrading
- (iii) Demotion or transfer;
- (iv) Recruitment;

**I.10 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION) -Contd.**

- (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at the appropriate office of the State employment service system in the locality where the opening occurs. These openings including those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

**I.10 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION) -Contd.**

- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

**I.10 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION) -Contd.**

- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments

(1) Due Date.

- (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.**(2) Certain food products and other payments.**

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)-Contd.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any US Coast Guard clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE	NO OF PAGES
0001	Specification/Statement of Work	10
0002	Contract Data Requirements List	5

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)-Contd.**

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(APR 1991)-Contd.**

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)-Contd.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis._____

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)-Contd.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA
UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)**

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS"

followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

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**K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA
UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)
-Contd.**

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at: <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)-Contd.**

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE
JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE
MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT
CERTIFICATION MAY RENDER THE MAKER SUBJECT TO
PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES
CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)-Contd.**

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING
(JUL 1987)**

The bidder, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

**K.7 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING
(APR 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Name and Address of Owner Address, City, County, State, and Operator of the Plant or Zip Code) Facility if Other than Bidder

_____	_____
_____	_____
_____	_____

**K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3812.

(2) The small business size standard is no more than 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in

block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

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**K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)**

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of

any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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**K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)**

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

K.9 52.219-2 EQUAL LOW BIDS (OCT 1995)-Contd.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.10 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

**K.10 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)-Contd.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.14 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

**K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)-Contd.**

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.16 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE
AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (JAN 1997)**

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

K.16 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)-Contd.

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.":

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

K.17 CONGRESSIONAL INFORMATION

EACH BIDDER OR OFFEROR IS REQUESTED TO PROVIDE THE
INFORMATION SET FORTH BELOW:

(1) Home Office Congressional District:_____

(2) Principal Place of Performance of the work required under the
resulting contract (City and State):

(3) Congressional District of the Principal Place of
Performance:_____

(4) Name(s) and Party(s) of Congressional Representative:

(INDICATE COMPANY NAME ON LINE ABOVE)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1989
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	MAR 1997
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	MAY 1997
52.214-9	FAILURE TO SUBMIT BID	JUL 1995
52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL 1990
52.214-12	PREPARATION OF BIDS	APR 1984
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

**II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)
PROVISIONS**

NUMBER	TITLE	DATE
1252.247-73	F.O.B. DESTINATION ONLY	OCT 1994

L.2 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

DAN MCCUSKER

Hand-Carried Address:

U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, DC 20593-0001

Mailing Address:

Commandant (G-ACS-4/DM)
U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, DC 20593-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 ACCESS TO COAST GUARD HEADQUARTERS BUILDING

The U.S. Coast Guard Headquarters Building, 2100 Second Street, S.W., Washington, D.C. 20593, is a controlled access building. If you intend to handcarry your bid/proposal, prior arrangements for access should be made by contacting the individual specified in Block 10 of the SF 33 at least one work day prior to the date you require access. If prior arrangements are not made, you should allow at least 30 minutes for visitor access. It is your responsibility to ensure that bids/proposals are delivered by the due date and time required in the solicitation. If any resultant contracts require contractor personnel to have access to the building for a period of 30 consecutive days or more, a Department of Transportation Identification Card will be required for those personnel.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984

M.2 PURSUANT TO FAR 14.201-5, CONTRACT AWARD--SEALED BIDDING

The Government will evaluate bids in response to this specification without discussion and will award a contract to the responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in this solicitation.